

AGREEMENT TO PROVIDE MANAGEMENT AND LEGAL SERVICES TO BEACH EROSION AUTHORITY FOR CLEAN OCEANS AND NOURISHMENT

This agreement is made by and between the County of Santa Barbara for services of the County Counsel's Office ("County") and Beach Erosion Authority for Clean Oceans and Nourishment, a Joint Powers entity ("BEACON") and is entered into this ____ day of ____, 2005, with respect to the following:

WHEREAS, BEACON is in need of legal services in connection with the execution of its duties; and

WHEREAS, the County Counsel, has been and is currently providing management and legal services to BEACON and BEACON desires to continue to receive legal services only through the County Counsel's Office; and

WHEREAS, the County Counsel is authorized to provide legal services to BEACON at a cost not to exceed the actual costs of providing similar services to County departments, and at rates effective during the term of the agreement;

NOW THEREFORE, to accomplish these objectives, County and BEACON enter into this service agreement ("Agreement"), as follows:

1. **Term of Agreement.** The Agreement shall cover the period of time from and including July 1, 2005, to and including June 30, 2006. This Agreement will renew each fiscal year thereafter with an annual amendment for each fiscal year's costs to update Section 3 of this agreement and as agreed to by both parties. Early termination may be made by either party upon ninety (90) days notice in writing.
2. **Scope of Services.** The County of Santa Barbara, through the County Counsel's Office, shall provide and legal services as requested by BEACON, including: legal counsel, contract review and liaison with BEACON Board and member agency staff as necessary.
3. **Services and Costs.**
 - a. **Counsel Services.** Direct professional staff services and costs incurred shall be billed at actual hours at approved contract service rates. Clerical and administrative services are covered within the professional staff contract rates as overhead. On signing the Agreement or renewal of the Agreement, the billing rate will be the Special Senior County Counsel contract service rates established by the Office of County Counsel effective during the term of the agreement. The current rate is \$150.00.

- c. **Billing.** The method of billing for the costs of services under this Agreement shall be consistent with the normal billing processes established by the Santa Barbara County Counsel.
4. **Fiscal year 2005/2006 Contract Costs.** Executive and managerial services costs for 2005/2006 are projected at 93 hours or \$14,000.
5. **Policies and Procedures.** BEACON agrees that, for the services rendered under this contact, the County Counsel will not be required to establish separate policies and procedures from those applicable to the County. Such policies and procedures include but are not limited to guidelines on contracts, County ordinances, claims against the County reimbursement for County employee expenses, etc. Authorized travel shall be paid by County Counsel as part of overhead and will be reimbursed to staff members serving BEACON in accordance with County's travel policy in effect as of the date of the travel for which reimbursement is sought.
6. **Communication.** The County Counsel shall maintain an ongoing relationship with BEACON by providing a designated liaison from the management of the County Counsel's organization who will have the primary responsibility for providing the legal services. The County Counsel will meet as needed with the BEACON Executive Officer to review the services provided.
7. **Indemnification.** County and BEACON shall each defend, indemnify and hold harmless each other, as well as those of their respective officers, agents and employees who perform any services or duties under this Agreement, from any claims, loss or liability including without limitation, those for personal injury (including death) or damage to property, arising out of or connected with any aspect of the performance by that party or its officers, agents, or employees, of the services or obligations required of that party under this Agreement.
8. **Amendment.** Except as otherwise provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of both parties.
9. **Severability.** If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.
10. **Venue.** The venue for any legal action filed by either party in State court to enforce any provision of this Agreement shall be Santa Barbara County, California.
11. **Entirety of Contract.** This Agreement constitutes the entire agreement between the parties relating to the specific subject of this Agreement and supersedes all previous agreements, promises, representations, understanding and negotiation, whether written or oral, among the parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, this Agreement was executed by the parties hereto as of the date last signed.

COUNTY OF SANTA
BARBARA, a political
Subdivision of the State of
California

BEACON, a California Joint
Powers Agency

By:
Name: STEPHEN SHANE STARK
Title: COUNTY COUNSEL
Date:

By:
Name:
Title: Chair, BEACON
Date:

Attest:

By:
Name: Brian Brennan
Title: Executive Director
Date: